

**STATE OF SOUTH CAROLINA****South Carolina Electric & Gas Company Contract for  
natural gas service****BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA****COVER SHEET****DOCKET****NUMBER: 2010 - \_\_\_\_ - G**

(Please type or print)

**Submitted by:** K. Chad Burgess**SC Bar Number:** 69456**Address:** SCANA Corp.**Telephone:** 803-217-8141220 Operation Way MC C222**Fax:** 803-217-7810Cayce, SC 29033-3701**Other:** \_\_\_\_\_**Email:** chad.burgess@scana.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

**DOCKETING INFORMATION** (Check all that apply)☐ **Emergency Relief demanded in petition**      ☐ **Request for item to be placed on Commission's Agenda expeditiously**☐ **Other:** \_\_\_\_\_**INDUSTRY (Check one)****NATURE OF ACTION (Check all that apply)**

- |  |  |  |  |
|--|--|--|--|
| <input type="checkbox"/> Electric                    | <input type="checkbox"/> Affidavit                 | <input type="checkbox"/> Letter                            | <input type="checkbox"/> Request                   |
| <input type="checkbox"/> Electric/Gas                | <input checked="" type="checkbox"/> Agreement      | <input type="checkbox"/> Memorandum                        | <input type="checkbox"/> Request for Certification |
| <input type="checkbox"/> Electric/Telecommunications | <input type="checkbox"/> Answer                    | <input type="checkbox"/> Motion                            | <input type="checkbox"/> Request for Investigation |
| <input type="checkbox"/> Electric/Water              | <input type="checkbox"/> Appellate Review          | <input type="checkbox"/> Objection                         | <input type="checkbox"/> Resale Agreement          |
| <input type="checkbox"/> Electric/Water/Telecom.     | <input type="checkbox"/> Application               | <input type="checkbox"/> Petition                          | <input type="checkbox"/> Resale Amendment          |
| <input type="checkbox"/> Electric/Water/Sewer        | <input type="checkbox"/> Brief                     | <input type="checkbox"/> Petition for Reconsideration      | <input type="checkbox"/> Reservation Letter        |
| <input checked="" type="checkbox"/> Gas              | <input type="checkbox"/> Certificate               | <input type="checkbox"/> Petition for Rulemaking           | <input type="checkbox"/> Response                  |
| <input type="checkbox"/> Railroad                    | <input type="checkbox"/> Comments                  | <input type="checkbox"/> Petition for Rule to Show Cause   | <input type="checkbox"/> Response to Discovery     |
| <input type="checkbox"/> Sewer                       | <input type="checkbox"/> Complaint                 | <input type="checkbox"/> Petition to Intervene             | <input type="checkbox"/> Return to Petition        |
| <input type="checkbox"/> Telecommunications          | <input type="checkbox"/> Consent Order             | <input type="checkbox"/> Petition to Intervene Out of Time | <input type="checkbox"/> Stipulation               |
| <input type="checkbox"/> Transportation              | <input type="checkbox"/> Discovery                 | <input type="checkbox"/> Prefiled Testimony                | <input type="checkbox"/> Subpoena                  |
| <input type="checkbox"/> Water                       | <input type="checkbox"/> Exhibit                   | <input type="checkbox"/> Promotion                         | <input type="checkbox"/> Tariff                    |
| <input type="checkbox"/> Water/Sewer                 | <input type="checkbox"/> Expedited Consideration   | <input type="checkbox"/> Proposed Order                    | <input type="checkbox"/> Other:                    |
| <input type="checkbox"/> Administrative Matter       | <input type="checkbox"/> Interconnection Agreement | <input type="checkbox"/> Protest                           |  |
| <input type="checkbox"/> Other:                      | <input type="checkbox"/> Interconnection Amendment | <input type="checkbox"/> Publisher's Affidavit             |  |
|  | <input type="checkbox"/> Late-Filed Exhibit        | <input type="checkbox"/> Report                            |  |



K. Chad Burgess  
Assistant General Counsel

[chad.burgess@scana.com](mailto:chad.burgess@scana.com)

September 24, 2010

**VIA ELECTRONIC FILING**

The Honorable Jocelyn G. Boyd  
Chief Clerk/Administrator  
**Public Service Commission of South Carolina**  
101 Executive Center Drive (29210)  
Post Office Drawer 11649  
Columbia, South Carolina 29211

RE: Service Agreement and Transportation Agreement between South Carolina  
Electric and Gas Company and Metokote Corporation

Dear Ms. Boyd:

Enclosed for filing only is Amendment One regarding the service agreement for natural gas on an interruptible basis and Amendment One regarding the transportation agreement between South Carolina Electric & Gas Company and Metokote Corporate.

By copy of this letter, we are providing counsel for the South Carolina Office of Regulatory Staff with a copy of the enclosed documents for its records.

If you have any questions, please advise.

Very truly yours,

K. Chad Burgess

KCB/kms  
Enclosures

cc: Jeffrey M. Nelson, Esquire  
(via U.S. First Class Mail w/enclosure)

This original  
to be returned  
to SCE&G Company

AMENDMENT ONE TO SERVICE AGREEMENT

This Amendment One, made and entered into this 23 day of August, 2010, by and between SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns, hereinafter called "Seller", and METOKOTE CORPORATION, its successors and assigns, hereinafter called "Buyer".

WITNESSETH

WHEREAS, Buyer purchases natural gas from Seller's system supply under the terms of a Service Agreement dated December 12, 1996, and

WHEREAS, Buyer and Seller have agreed to amend the Service Agreement between Buyer and Seller to incorporate creditworthiness language and assignment language.

NOW THEREFORE, in consideration of these covenants and agreements set forth to be kept and performed by the parties hereto, it is mutually agreed as follows:

A. This Amendment One shall become effective on February 1, 2010.

B. Paragraph 12 – CREDITWORTHINESS is added as follows:

12. CREDITWORTHINESS

Seller, in order to satisfy itself of the ability of the Buyer to meet its obligations under the contract, may conduct periodic reasonable credit reviews in accordance with standard commercial practices. At the request of the Seller, Buyer agrees to assist in these reviews by annually providing financial information. At the request of the Seller, Buyer will maintain such credit support or surety including but not limited to, an unconditional and irrevocable letter of credit to provide adequate security for protection against the risk of nonpayment to the extent it is reasonably and demonstrably necessary for Seller's protection. Seller agrees to maintain the confidentiality of all information supplied by Buyer and to only use it for purposes of this Agreement.

C. Paragraph 13 - ASSIGNMENT is added as follows:

13. ASSIGNMENT

Customer shall not assign this Agreement or its rights hereunder without the prior written consent of the Company, which consent may be withheld in the exercise of its sole discretion unless such assignment is to facilitate the sale, merger, or similar event of Customer to an entity of at least similar credit-worthiness as that of Customer.

- D. The term of this Amendment One shall be the same as the term of the Service Agreement currently in effect.
- E. No other provisions of the Service Agreement between Seller and Buyer are altered by this Amendment One.

IN WITNESS WHEREOF, this Amendment One to Service Agreement has been executed on the date first above written by the parties hereto, by their officers or other representatives.

METOKOTE CORPORATION

Buyer


  
By

VP - Engineering  
Title

2010/08/23  
Date

SOUTH CAROLINA ELECTRIC & GAS  
COMPANY

Seller

  
By Martin K. Phalen

VICE PRESIDENT - GAS OPERATIONS  
Title

9/1/10  
Date

AMENDMENT ONE TO TRANSPORTATION AGREEMENT

This Amendment One, made and entered into this 23 day of August, 2010, by and between SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns, hereinafter called "Seller", and METOKOTE CORPORATION, its successors and assigns, hereinafter called "Buyer".

WITNESSETH

WHEREAS, Seller provides transportation service to Buyer under the terms of a Transportation Agreement dated December 12, 1996, and

WHEREAS, Buyer and Seller have agreed to amend the Transportation Agreement between Buyer and Seller to incorporate creditworthiness language and assignment language.

NOW THEREFORE, in consideration of these covenants and agreements set forth to be kept and performed by the parties hereto, it is mutually agreed as follows:

- A. This Amendment One shall become effective on February 1, 2010.
- B. Paragraph 15 – CREDITWORTHINESS is added as follows:

15. CREDITWORTHINESS

Seller, in order to satisfy itself of the ability of the Buyer to meet its obligations under the contract, may conduct periodic reasonable credit reviews in accordance with standard commercial practices. At the request of the Seller, Buyer agrees to assist in these reviews by annually providing financial information. At the request of the Seller, Buyer will maintain such credit support or surety including but not limited to, an unconditional and irrevocable letter of credit to provide adequate security for protection against the risk of nonpayment to the extent it is reasonably and demonstrably necessary for Seller's protection. Seller agrees to maintain the confidentiality of all information supplied by Buyer and to only use it for purposes of this Agreement.

- C. Paragraph 16 - ASSIGNMENT is added as follows:

16. ASSIGNMENT

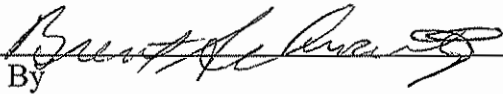
Customer shall not assign this Agreement or its rights hereunder without the prior written consent of the Company, which consent may be withheld in the exercise of its sole discretion unless such assignment is to facilitate the sale, merger, or similar event of Customer to an entity of at least similar credit-worthiness as that of Customer.

- D. The term of this Amendment One shall be the same as the term of the Transportation Agreement currently in effect.
- E. No other provisions of the Transportation Agreement between Seller and Buyer are altered by this Amendment One.

IN WITNESS WHEREOF, this Amendment One to Transportation Agreement has been executed on the date first above written by the parties hereto, by their officers or other representatives.

METOKOTE CORPORARION

Buyer

  
By

VP - Engineering  
Title

2010/08/23  
Date

SOUTH CAROLINA ELECTRIC & GAS  
COMPANY

Seller

  
By Martin K. Phalen

VICE PRESIDENT - GAS OPERATIONS  
Title

9/1/10  
Date